

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1	OF PAGES 35
2. CONTRACT NO.		3. SOLICITATION NO. DTFAWN-12-R-00103		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 6.08.2012	
						6. REQUISITION/PURCHASE NO.. WP-12-01700	
7. ISSUED BY: FEDERAL AVIATION ADMINISTRATION; AAQ-530 ACO: Dale Brown 1601 Lind Ave SW Renton, WA 98057				8. ADDRESS OFFER TO (If other than Block 7) Same as Box 7, See Section L for details			

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW Renton, WA 98057 until 2:00 PM local time 6.21.2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME Dale Brown	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425.227.2235
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OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B001. PRICES/COSTS: Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to Manufacture and Install Air Traffic Control Tower Cab Window Shades at Brown Field Municipal Airport (SDM) Air Traffic Control Tower in San Diego, CA, in accordance with the Summary of Work, Drawings, contract clauses, and wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total</u>
001	Manufacture and Install Air Traffic Control Tower Cab Window Shades at Brown Field Municipal Airport (SDM) Air Traffic Control Tower in San Diego, CA	1 JOB	\$ _____

OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.

B002. INSURANCE REQUIREMENTS: Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage.

B003. SMALL BUSINESS. This Solicitation is Set Aside for Small Businesses. Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **337920, Blind and Shade Manufacturing.**

B004. SITE VISIT. The facility information provided in the Scope of Work (tower type, number of windows, etc) is for the purpose of establishing a basis for a binding estimate. Upon award successful

vendor will be responsible for a minimum of two (2) site visits: A MEASUREMENT Visit prior to fabrication of shades to establish true measurements and conditions, and an INSTALLATION Visit to install the finished shades. Timing of visits is subject to the requirements of Scope of Work Section 7.0 Schedule/Deliverable. All visits are subject to coordination with Air Traffic Facility Management.

THE ESTIMATED PRICE RANGE FOR THIS PROJECT IS BETWEEN \$12,000 AND \$25,000.

PART I - SECTION C
SCOPE OF WORK

SUMMARY: Perform the following scope of work, in strict adherence with the specifications and FAA standards:

The work covered under this specification includes the Manufacture and Installation of Air Traffic Control Tower Cab Window Shades at Brown Field Municipal Airport (SDM) Air Traffic Control Tower in San Diego, CA

The contractor is required to furnish all labor, materials (except Government furnished), services, equipment, insurance, bonds, security notifications, licenses, permits, and fees in accordance with applicable federal, state and local regulatory requirements to complete the specified work. Any miscellaneous labor, equipment and/or materials not specifically detailed or specified, but required to complete the project, shall be provided as an integral part of the work.

Scope of Work
Brown Field (SDM) Air Traffic Control Tower (ATCT)
Cab Window Shades Replacement
 May 22, 2012

1.0 General

1.1 Project Location:

Brown Field (SDM) ATCT
 Brown Field Municipal Airport
 1411 Continental St.
 San Diego, CA 92154

1.2 Scope:

Furnish all necessary labor, material equipment, transportation, and service to "Remove and Replace the Transparent Plastic Window Shades at Brown Field (SDM) ATCT." SDM ATCT, is a Hunt AVCO tower, six sided, six windows, with six primary shades.

Work includes but is not necessarily limited to removing the existing shades and furnishing and installing new primary transparent plastic window shades, also install six secondary shades, in accordance with this specification.

Upon completion, the new transparent plastic window shades specified herein shall be complete, functional, and ready for use by the Federal Aviation Administration (FAA).

1.3 Execution of Work on the Airport:

The contractor shall comply with the requirements and regulations of the airport and shall perform his work so as not to interrupt or interfere with the normal business at the airport.

The contractor shall assume full responsibility for the protection and safekeeping of products stored on the site. The contractor and his subcontractors shall maintain the job site in a neat and orderly condition. This includes the daily removal of rubbish, waste and tools, equipment, and materials not required for the work in progress.

1.4 Existing Facility Operations:

All work shall be performed so that normal facility operations may continue with a minimum of disruption or interference. This will require that the contractor suspend disrupting or interfering activities until designated times. The designated times will be coordinated with the AT Manager. All costs incurred by the contractor on account of such suspension shall be at the contractor's expense. Access to the airport facilities shall be kept unobstructed at all times. The contractor shall closely coordinate his activities with those of other contracts and contractors working in the vicinity to prevent delays and interference.

2.0 INSPECTIONS

2.1 Protection of Existing Utilities, Vegetation, Structures, and Improvements:

This item shall also apply to roadway, shoulders slopes, culverts, guard posts, fencing, gates, etc. Where such items are disrupted or damaged, they shall be repaired or replaced at the contractors' expense.

2.2 Protection and Cleanup:

The contractor shall have the overall responsibility for the performance and enforcement of all forms of protection against the weather, and further the responsibility for repair and replacement of material or equipment damaged as a result of inadequate protection.

3.0 Submittals

3.1 Equipment Listing:

Within fifteen (15) calendar days after the date of Notice to Proceed, the contractor shall submit to the Contracting Officer a list of all materials and equipment to be used under this contract (2 copies). This list shall include a brief description of the materials or equipment, the name of the manufacturer, and the model or type number.

3.2 Materials and/or Equipment Approval:

The contractor shall submit two (2) copies of descriptive literature and/or samples to the Contracting Officer for approval for an item he wishes to substitute as equal to the brand names specified herein, within fifteen (15) calendar days from the date of the Notice to Proceed.

3.3 Equipment Submittals:

Where the Contractor elects to use the manufacturer and model number specified herein, no technical information or shop drawings need to be submitted.

Where the Contractor desires to utilize the products of another manufacturer or where no make or model number is specified, a complete set of shop drawings and descriptive literature shall be submitted. The contractor shall submit two (2) copies of descriptive literatures, shop drawings and/or samples to the project engineer for approval for any item he wishes to submit as equal to the brand name(s) as specified, within thirty-five (35) calendar days from the date of the Notice of Proceed.

3.4 Brand Name or Equal Statement:

The use of a brand name with or without an or equal statement following the purchase description in this specification or on the project drawings intended to promote completion by encouraging the offering of products that are equal in all materials respects to the brand name products cited in such descriptions.

Identification by brand names does not indicate a preference for the products mentioned but indicates the quality and characteristics that will meet the government needs. All characteristics of a specified brand name product, which essential to the government, are described in the specification or on the project drawings. The contractor shall obtain product literature from the manufacturer of the specified brand name product to determine its general quality and functional characteristics and shall use that information in making any desired substitutions.

4.0 TRANSPARENT PLASTIC WINDOW SHADES:

4.1 General:

This specification sets forth the requirements for material, fabrication, transportation and installation of plastic window shades for use in Air Traffic Control Tower (ATCT) cabs. These shades are required to reduce the sun's direct and reflective glare and to contribute to temperature control of tower cabs. Shades shall be installed on all exposures of the cab.

4.2 Applicable Documents:

The following specification and standards of the issues in effect on the date of invitation for bids or request for proposal form a part of this section and are applicable as specified herein:

4.3 Federal Specification:

L-P-377b, Plastic Sheet and Strip Polyester. Copies of this specification may be obtained from the Contracting Officer in the FAA office issuing the invitation for bids or request for proposals.

4.4 Federal Standard:

FED-STD-102, Preservation, Packaging, and Packing Levels. Information on obtaining copies of Federal specifications and standards may be obtained from the General Services Administration.

4.5 Association of Industrial Metallizers, Coaters and Laminators (AIMCAL) Standard Methods:

Copies of this standard maybe obtained from AIMCAL, 61 Blue Ridge Road, Wilton, CT 06897 (203)-762-5611

4.6 Material to be furnished:

Material furnished by the contractor shall be complete in accordance with all specification requirements and shall include the following items.

4.7 Transparent Plastic Shade Material:

Shade film shall be manufactured from a polyester type polymer, such as DuPont "mylar" or equivalent in accordance with Federal Specification L-P-377b.

4.8 Transparent Plastic Shade Film Construction:

An ISO 9000 registered company must manufacture the transparent plastic shade film. The transparent plastic shade film construction shall be in accordance with Madico, Inc. of Woburn, Massachusetts Type SSLW-500-SR/Gray/SR or approved equal. The film shall be a minimum 72 inches in width and 5 mils total thickness. The shade product shall consist of four-ply laminated polyester film (or approved equal). The two laminated center sheets shall each be 1.5 mil thick polyester vat-dyed gray in color meeting the Martin Processing Co., of Martinville, VA specification (Gray dye, reference #8301 and laminate reference #51012) or approved equal. A clear 1 mil thick polyester film shall be laminated to each side of the gray dyed film laminate. Both exposed sides of the shade film surfaces shall be protected with a scratch resistant coating. The final film construction will be 5 mils thick, optically clear and totally transparent. Surface tinting and/or colored adhesives will not be an acceptable equal without independent reports qualifying the color stability in comparison with the vat dyed process.

4.9 Ultra-Violet Transmission:

The shade film shall transmit no more than 2% of the ultra-violet solar energy in the 300 to 380 nanometers range of the solar spectrum when measured in accordance with the AIMCAL standard test methods.

4.10 Total Solar Energy Rejected:

The shade film shall reject at least 60% of the total solar energy transmitted from 360 to 2100 nanometers when measured in accordance with the AIMCAL standard test methods.

4.11 Shading Coefficient:

The shade film shall have a maximum shading coefficient of 0.45 when measured in accordance with the AIMCAL standard test methods.

4.12 Solar Heat Gain coefficient:

The shade film shall have a maximum solar heat gain of 0.40 when measured in accordance with the AIMCAL standard test methods.

4.13 Visible Light Transmission:

When installing single (primary) shade film shall transmit no more than 4% of the visible solar energy and when installing secondary shades, the secondary shades shall permit 8% of the visible light transmission (380 to 780 nanometers) when measured in accordance with AIMCAL standard test methods.

4.14 Bottom Bar:

Shades shall have a flat 1-inch by 1/2 inch, dull black, full width hemline bar, (minimum of 26 gage) at the bottom onto which the pull cord and shade are attached. Removable black plastic caps shall be provided on each end of hemline bar to cover any sharp exposed edges.

4.15 Shade Cords:

Cords shall be color black and of sufficient length to route around stairwell and equipment to cord lock positions whenever required. The cords shall be 9/64 inch diameter rope made of 4.5 Duro Nylon or approved equal and shall be attached underneath the center of the bottom of the hemline bar.

4.16 Shade Rollers:

Shades shall be mounted on 1-3/4 inch diameter wrapped rollers. The rollers shall be spring loaded, single piece barrel, with a reusable safety cotter key type retainer installed through both end pins and washers to prevent roller from falling out of mounting brackets. Constant tension in shades is required.

4.17 Mounting Brackets:

Mounting brackets shall be Plastic View, Simi Valley, CA; PV 128-205A and B, or approved equal with a 2-1/4 inch resting ledge. Regular "industry norm" ceiling brackets are not acceptable. The shade film shall be mounted onto the rollers so as to minimize ridging. Roll-off direction of material from roller shall be as directed by the shade manufacturer for use in the specific tower cab under consideration. Each shade shall have a label or whatever suitable means required to specify and identify the proper roll off direction.

4.18 Shade Labels:

Each shade shall have two (2) manufacturer's label attached to the metal bar hemline giving cleaning instructions and the telephone number for emergency service.

A label stating "THIS END DOWN" with an arrow pointing to proper installation direction of the roller into the mounting brackets shall be placed on the spring motor end of each shade roller.

A sticker on the bottom of the metal hemline, with each shade's number, aids in saving installation time and eliminates the possibility of putting the wrong shade in the wrong brackets during shade washing, cab painting, ceiling work etc.

4.19 Lock Pulley and Cord Direction Change Pulley:

Lock pulleys shall consist of a roller and spring return side action cam cord grip #R359 Britain, Merrman, Co, Millersville, MD or approved equal. Cord direction change pulleys #PV-128-CDC/57-1006/8 Plastic View, Simi Valley, CA or approved equal shall be used to route shade cord around obstructions where they exist. Pulleys shall be positioned in direct line with cord outlet on metal hemline.

4.20 Special Tools for the Shades:

Spring Motor Winder Tool to re-energize or add tension to spring.

4.21 Stick Hook:

Stick hook for reaching the cord when flipping the bottom metal hemline over the roller to tighten or loosening the spring motor tension.

4.22 Arm Down:

Accessory hardware unit may be needed to re-route cord if bottom of the window is lower than the consoles.

4.23 Wood Plate:

In situations where the acoustic tiles are installed directly up against the glass, it may be necessary to use a wood plate (1 inch x 4 inch x 12 inch) with the brackets attached to spread out the total "pull weight" of the shade.

5.0 FABRICATION**5.1 Shade Size:**

Shade roller width shall be to within ½ inch of maximum possible width as determined by physical limitations. Shade material width with shade fully drawn shall be to within 1 inch of columns on bias cut sides and to within 1-3/4 inch of columns on vertical cut sides. Horizontal seam shall be located a minimum of 70 inches from the bottom of the shade. Shades in ATCT cabs shall be bias cut when required. To ensure a safe roll-up, a minimum of 15 inches of shade material shall remain on the roller when the shade is fully extended.

5.2 Measuring for Shades:

Measuring for shades and positioning shall be strictly in accordance with the shades manufacturer's instruction. Marks showing the precise position of all brackets, pulleys, and metal hemline positions as related to the factory measuring instruction shall be provided. All the measurements shall be taken per instructions from the manufacturer.

5.3 Packaging:

Packaging shall be in accordance with FED-STD-102, Level "B". Shades shall be packaged to afford adequate protection against deterioration and damage during shipment. The supplier may use his standard practice when it meets these requirements.

5.4 Installation:

Shades shall be installed in shade recess pockets or on wood or metal plates. Shades shall follow the slope of cab glass as closely as practical within physical limitations of air ducts and other equipment. No drilling is to be done in vertical columns, as some columns contain electrical cables and rain down spouts. Spring tension in roller shall be manually adjusted so that shades roll up comfortably. In order to safely control and limit the shade travel, the installer shall make two knots in the shade cord. One knot is to be placed before the lock pulley to prevent the metal hemline bar from missing the window sill. The second knot is to be placed after the lock pulley to prevent the metal hemline bar from hitting and overrunning the shade roller. Adherence to the “**THIS END DOWN**” label when installing the shade will prevent improper roller installation which can result in a locked shade situation when the metal bar hemline is near the lock pulley and cannot be pulled down to release the spring motor cam lock.

6.0 QUALITY ASSURANCE:

6.1 Shop Drawings:

The contractor shall submit shop drawings based on actual site conditions, material lists, an 8-inch or larger sample of material, and a hand sample model of the roller and hardware for inspection prior to the fabrication of the shades.

6.2 Certificate of Compliance:

The contractor shall furnish the Government with two (2) certified copies of the product warranty that certifies that all the specification requirements have been met or exceeded.

6.3 Packaging:

Package shall meet or exceed requirements of FED-STD-102, Level B. Shades that get Damaged during shipping shall be replaced.

6.4 Notice on Concurrence:

The Contracting Officer in the Federal Aviation Administration office issuing the invitation for bids shall be notified if the 1 ¾-inch diameter roller cannot be used. Concurrence from the Contracting Officer shall be required prior to contract award.

6.5 Joint Acceptance Inspection (JAI):

The Federal Aviation Administration and the contractor shall conduct a JAI at the completion of this project. The JAI is an event wherein FAA operations personnel reach a consensus that the service provided have demonstrated satisfaction of operational and support requirements. The adequacy and availability of support materials, e.g. manuals and handbooks, is also verified.

7.0 SCHEDULE/DELIVERABLE:

TASK	NO. OF COPIES	DATE DUE
Project schedule	2	Within 5 calendar days after Notice to Proceed (NTP).
Site visit by the contractor for measuring each window.	NA	Within 15 calendar days after NTP. <u>The contractor shall call the District Support Engineer (DSE), to coordinate date and time and provide escort to ATCT.</u>
Listing of all materials and equipment to be used under this contract. See Section 3.1.	2	Within 15 calendar days after NTP.
Material substitutions submitted for approval. See Section 3.2 and 3.3.		Within 15 calendar days after NTP
Shop Drawing. See Section 6.1.	2	Within 5 calendar days after NTP.
Certificate of Compliance. See Section 6.2	2	Within 7 calendar days after NTP.
FAA approval of the materials and equipment list, material substitutions, and shop drawings.	1	Within 7 calendar days after receipt of the submittals by FAA.
Begin installation of the shades.	NA	Within 54 calendar days after NTP.
Finish installation of the shades.	NA	Complete installation within 2 consecutive days. <u>The DSE will coordinate and provide designated date and time for the installation.</u>
Attend JAI	NA	Subject to an agreeable date and time between the FAA and the contractor.
Project complete		Within 11 weeks after NTP.

8.0 FAA CONTACTS:

District Support Engineer (DSE), Joe Santos
Office Phone: (310) 725-7298
Cell Phone: (310) 487-6085
Email: joe.santos@faa.gov

Contracting Officer, Dale Brown
Office Phone: (425) 227-2235
Email: dale.brown@faa.gov

AT Manager, Dan Wood
Office Phone: (619) 661-6333

PART I - SECTION D
PACKAGING AND MARKING

D001. PACKING AND PACKAGING – All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling, and storage hazards. Packaging shall meet or exceed requirements of FED-STD-102, Level B. Shades that are damaged during shipping shall be replaced at contractor expense.

D002. GENERAL MARKING – In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

- A. FAA Contract Number
- B. Contractor's Name and Address
- C. List of Contents
- D. Name and Routing Symbol of Person to whom deliverable is being sent

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.10.4-1 Contractor Inspection Requirements** (April 1996)
- 3.10.4-2 Inspection of Supplies - Fixed Price** (November 1997)
- 3.10.4-11 Inspection - Dismantling, Demolition, or Removal of Improvements** (April 1996)
- 3.10.4-16 Responsibility for Supplies** (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.10.1-9 Stop-Work Order** (October 1996)
- 3.10.1-11 Government Delay of Work** (April 1996)
- 3.11-34 F.O.B. Destination** (April 1999)
- 3.11-63 F.O.B. Origin, Prepaid Freight - Small Package Shipments** (April 1999)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G001. CONTRACT ADMINISTRATION – The Contracting Officer (CO) has the overall responsibility for this contract. The CO is the only person authorized to take action on behalf of the Government, to modify contract terms, conditions, requirements, specifications, and delivery schedule.

It is the responsibility of the Contractor to notify the CO immediately if there is any appearance of technical or other direction being given that is or may be outside the scope of the contract.

The Contractor shall immediately notify the CO of clarification when a question arises regarding the authority of any person to act for the CO.

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.1-22 Contracting Officer's Representative (April 2012)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract is email.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are: all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: email.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

H001. MANUFACTURER QUALIFICATIONS – Manufacturer shall be a recognized producer of transparent plastic window shades for the previous ten (10) years. All shades must be manufactured according to the details of the included Scope of Work and able to meet all FAA specifications.

PART II - SECTION I**CONTRACT CLAUSES****3.1-1 Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)**
- 3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (April 2012)**
- 3.2.2.3-33 Order of Precedence (March 2009)**
- 3.2.2.3-48 Other Contracts (March 2009)**
- 3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors
Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.2.8-1 Material Requirement (April 2009)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract (April 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)**
- 3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)**
- 3.6.2-39 Trafficking in Persons (January 2008)**
- 3.6.3-16 Drug Free Workplace (March 2009)**
- 3.6.4-2 Buy American Act - Supplies (July 2010)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)**
- 3.9.1-1 Contract Disputes (October 2011)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-12 Changes - Fixed-Price (April 1996)**
- 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)**
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (October 2001)**
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)**

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment #1 Customer Satisfaction Survey Form

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.2.2.3-3 Affiliated Offerors (July 2004)

3.2.5-2 Independent Price Determination (October 1996)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 30 calendar.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(country)

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.

(January 2012)

(a) Definitions.

"Person"

(1) Means

- (i) A natural person;
 - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

BUSINESS DECLARATIONTax Identification
No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____

7. Nature of Business (*Specify all services/products (NAIC)*) _____
8. (a) *Years the firm has been in business:* _____ (b) *No. of Employees* _____
9. *Type of Ownership:* ☐ a. *Sole Ownership* ☐ b. *Partnership*
- ☐ c. *Other (Explain)* _____
10. *Gross receipts of the firm for the last three years:*
- | | |
|--------------------------------|----------------------------------|
| a.1. <i>Year Ending:</i> _____ | b.1. <i>Gross Receipts</i> _____ |
| a.2. <i>Year Ending:</i> _____ | b.2. <i>Gross Receipts</i> _____ |
| a.3. <i>Year Ending:</i> _____ | b.3. <i>Gross Receipts</i> _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. *Signature* _____b. *Date:* _____c. *Typed Name* _____d. *Title:* _____

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-6 Submittals in the English Language (July 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-15 Authorized Negotiators (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17 Preparing Offers (July 2004)**
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to: dale.brown@faa.gov

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a Firm-Fixed Price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L001. Submission Of Offer. An Offeror shall submit an offer which shall include the following.

1) Business Proposal. NOTE: The business proposal shall be the first portion of the proposal package and shall be combined with the technical proposal. It shall include:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form including Tax ID information

2) Technical Proposal, see Section M for details. It shall include:

- a) Experience and Past performance
- b) Qualifications of key personnel
- c) Technical Approach
- d) Proof of Ability to Satisfy Specification Requirements

L002. SOLICITATION QUESTIONS

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Dale Brown, Contract Specialist, 1601 Lind Avenue S.W., Renton WA 98057 or dale.brown@faa.gov. **Telephonic requests will not be accepted.** The offer shall provide an address, telephone and FAX number and email address if using electronic mail. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

L003. Submission Date And Place: The due date for receipt of offers is **June 21, 2012** at **2:00 PM, local time (PDST)**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to :

FEDERAL AVIATION ADMINISTRATION
ACQUISITION MANAGEMENT BRANCH
ATTN: DALE BROWN, AAQ-530
1601 LIND AVENUE S.W.
RENTON, WA 98057

L004. Hand Carried Offers, Modifications, And Withdrawals: HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, **HAND DELIVERED** by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) **SHALL** be **HAND DELIVERED** to:

FEDERAL AVIATION ADMINISTRATION
CUSTOMER SERVICE CENTER (FIRST FLOOR)
WESTERN ACQUISITIONS
ATTN: DALE BROWN, AAQ-530
1601 LIND AVENUE S.W.
RENTON, WA 98057

L005. Submittal Package Requirements: Offers submitted in response to this RFO should be in accordance with the stipulations stated in this request and should include at least One (1) electronic copy: If by e-mail the electronic copy is to be in pdf format. If a Hard (paper) copy is submitted it shall contain One (1) paper Proposal and One (1) additional electronic (pdf on memory stick or CD) copy of the Proposal.

NOTE: Response to this RFO by email is accepted and encouraged.

THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M001. Evaluation Factors For Award: Prospective offerors are required to submit a combined business and technical proposal as discussed herein. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents **the Lowest Priced Technically Acceptable Offer**. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc. The Government may reject any and all proposals and waive informalities or irregularities in proposals. The Government is seeking the lowest price of the various "acceptable" technical proposals, based upon responses to this RFO. Proposals will be technically evaluated on a scale of either "Acceptable" or "Unacceptable" on the basis of the following criteria.

Technical Evaluation Criteria (details in M003, below):

- a) Experience and Past performance
- b) Qualifications of key personnel
- c) Technical Approach
- d) Proof of Ability to Satisfy Specification Requirements

M002. Proposal Content: A prospective offeror must submit a complete combined business and technical proposal, which will encompass, but are not limited to, the content specified herein. **All business and technical proposal areas must be fully addressed.** The offeror should ensure (1) that the submissions required are complete and accurate and (2) that the proposal presents the best pricing available. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and/or vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals, and which may be related to performance periods beyond the last three (3) years.

M003. TECHNICAL EVALUATION CRITERIA

Criterion #1. Experience & Past Performance

- Successful completion of at least five (5) ATCT Cab Shade Installation Projects similar to that required in the specifications within the last 5 years as the prime contractor;
- AND
- Demonstrated experience working in an active ATCT environment.
- Include: Description of Project including: Name, Location, Scope of Work Performed, Dollar Value of Contract, Length of time of Project, Name and Contact information of Reference Contact.

Standard for Evaluation: The standard is met when:

- ▷ The offeror has successfully performed services similar to the requirements of this solicitation. To be considered similar the contracts must have involved providing services *similar* to all services required in the specifications.
- AND**
- ▷ The past performance on similar contracts was satisfactory or better. To be considered satisfactory, the contractor must have satisfactory responses from references.

NOTE: The contractor (offeror) is responsible to ensure that at least three (3) Customer Satisfaction Survey Forms (attached) are submitted by third-party reference customers. These forms are to be filled out and submitted directly by your reference customers. Failure to secure at least three (3) Customer Satisfaction Survey Forms from third-party reference customers may eliminate your offer from consideration.

The Contracting Officer reserves the right to waive this requirement in part or in full and use outside sources in lieu of receipt of adequate Survey Forms submitted.

Criterion #2. Qualifications of key personnel

- **Project Manager** – At least 3 years’ experience in this position, with at least five (5) cab shades replacement projects similar to the one outlined in the project specifications as the Project Manager;
- AND**
- **Superintendent** – At least 3 years’ experience in this position, with at least five (5) cab shade replacement projects similar to the one outlined in the project specifications as the Superintendent.
 - **NOTE:** It is possible that both of these positions may be held by the same person.
- AND**
- **Installer** – At least 3 years’ experience in this position with at least five (5) cab shade replacement projects similar to the one outlined in the project specifications as an installer.

Standard for Evaluation: This standard is met when:

- ▷ The key personnel’s resumes reflect related experience as it pertains to this contract.

Criterion #3. Technical Approach

- Provide a brief narrative that outlines the company approach to the Project. The offer will be evaluated on the degree to which the offeror demonstrates an adequate technical understanding of the work set forth in the Scope of Work and related an adequate approach, sufficient systems, and reflects how the offeror intends to efficiently and effectively accomplish the requirements.

Standard for Evaluation: This standard is met when:

- ▷ The offeror’s technical approach statement reflects an understanding of the requirements of the project.

Criterion #4. Proof of Ability to Satisfy Specification Requirements

- Provide information (such as product specification documents, material cut sheets, sample material lists, etc) which support the offeror's qualifications to produce a result as directed in the Scope of Work.

Standard for Evaluation: This standard is met when:

- ▷ The offeror's Project Information Package demonstrates the ability to satisfy the required parts and processes for this project as directed in the Scope of Work.

M004. CONSIDERATION OF PRICE

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. Offeror should assure that their proposal reflects their 'Best and Final' offer of price.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Attachment #1

CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)

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SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE**Name of Firm Being Evaluated:** _____**Project Title & Location:** _____**Project Dollar Value:** _____**Year Completed:** _____ **Project Manager:** _____**SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND MAILED, HAND-DELIVERED OR FAXED DIRECTLY TO:** Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

FAA

Attn: Dale Brown, AAQ-530

OR

dale.brown@faa.gov

1601 Lind Ave SW

Renton, WA 98057

fax: 425.227.1055

OVERVIEW: The firm shown above has submitted a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by 2:00 PM on June 21, 2012 for inclusion in this evaluation. Your assistance is greatly appreciated.

In blocks below, please indicate your overall level of satisfaction with work performed by the firm shown in Section 1. Mark *Not Applicable* (N/A) for any areas that do not apply. Provide any additional comments on page 2.

	On this project, the firm:	Satisfaction						
		Low				High		N/A
1.	Kept You Informed & Treated You as Important Member of the Team	1	2	3	4	5		N/A
2.	Displayed Flexibility in Responding to Your Needs	1	2	3	4	5		N/A
3.	Displayed Initiative in Problem Solving	1	2	3	4	5		N/A
4.	Resolved Your Concerns	1	2	3	4	5		N/A
5.	Completed Your Project Milestones on Time	1	2	3	4	5		N/A
6.	Managed the Project Effectively (including adequate Cost Controls)	1	2	3	4	5		N/A
7.	Managed their Work Force Effectively (including Subcontractors)	1	2	3	4	5		N/A
8.	Maintained an Effective Quality Control Program	1	2	3	4	5		N/A
9.	Provided Warranty Support	1	2	3	4	5		N/A
10.	Maintained Operational Continuity at Existing Facility During Project	1	2	3	4	5		N/A
11.	Minimized Adverse Construction Impacts on Ongoing Operations	1	2	3	4	5		N/A
12.	Your OVERALL Level of Customer Satisfaction	1	2	3	4	5		N/A
13.	Was payment withheld or liquidated damages assessed? (If yes, please describe below).	Yes.....No.....N/A						

CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)
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14. **REMARKS: (Discuss strengths and weaknesses of the firm)**

Your Name: _____ **Phone Number:** _____

Firm Name: _____

Relationship to this Project: _____